

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 11/1/2018

CONTRACT #: 8002433

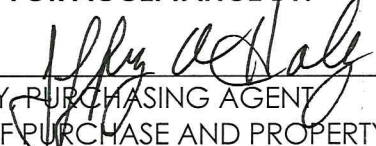
NIGP CODE: 926-7777

CONTRACT FOR: Recycling & Disposal of Fluorescent Lamps, Ballasts, Dry Cell Batteries and Mercury Devices

CONTRACTOR: NLR, Inc.

VENDOR CODE #: 297608

SUBMITTED FOR ACCEPTANCE BY:

  
JEFF HALEY, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/5/18

RECOMMENDED FOR ACCEPTANCE BY:

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 11/5/18

APPROVED FOR ACCEPTANCE BY:

  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 11/5/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11-5-18

Subject: Recycling &amp; Disposal of Fluorescent Lamps, Ballasts, Dry Cell Batteries &amp; Mercury Devices

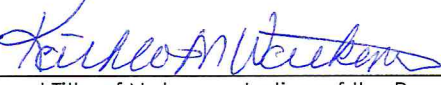
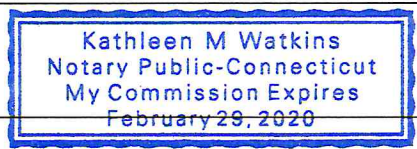

Contract# 8002433

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name NLR, Inc.		1.4 Contractor Address 256 Main Street, Suite B PO Box 680 East Windsor, CT 06088-0680	
1.5 Contractor Phone Number 877-822-4733 ext. 109	1.6 Account Number Various	1.7 Completion Date November 30, 2021	1.8 Price Limitation \$28,000
1.9 Contracting Officer for State Agency Jeffrey Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <b>Raymond W. Graczyk / President</b>	
1.13 Acknowledgement: State of <b>Connecticut</b> , County of <b>Hartford</b> On <b>Oct 29, 2018</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <b>Kathleen M. Watkins, Notary, State of CT</b>			
1.14 State Agency Signature  Date: <b>11-5-18</b>		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.



7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

  
10/29/2018



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

  
10/26/2018

## **EXHIBIT A SCOPE OF SERVICES**

### **1. INTRODUCTION**

NLR, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Recycling & Disposal of Fluorescent Lamps, Ballasts, Dry Cell Batteries and Mercury Devices Services in accordance with the bid/proposal submission in response to State Request for Bid #2139-19 and as described herein.

### **2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 2139-19

### **3. TERM OF CONTRACT**

This contract shall commence on December 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on November 30, 2021, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

### **4. SCOPE OF WORK**

The Contractor shall be responsible for providing all labor, equipment, and materials for the recycling and disposal of fluorescent lamps, ballasts, and dry cell batteries. Vendor shall provide services in full compliance with all applicable federal, state, and local laws, regulations, and ordinances.

The Contractor shall maintain throughout the term of the contract all licenses and permits required to perform services. Vendor shall provide copies of licenses and permits upon request by the State of New Hampshire.

The minimum order is \$50.00 – for pick up.

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

  
10/24/2018



The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## **5. PACKAGING**

The Contractor will be required to provide packaging to all facilities that request it at no charge. The packaging will remain the property of the vendor and will only be used in conjunction with the contract. User shall be required to pay shipping charges of the packing material if applicable

## **6. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

## **7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2139-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

  
10/29/2019

## **8. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

## **9. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

## **10. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.



## EXHIBIT B PAYMENT TERMS

### 1. CONTRACT PRICE

The Contractor hereby agrees to provide recycling & disposal of fluorescent lamps, ballasts, dry cell batteries and mercury devices services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$28,000; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

### 2. PRICING STRUCTURE

<b><u>LAMPS:</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Unit Cost</u></b>
Straight Fluorescent	Price Per Foot	\$0.055
U-Tubes, Circline and Compact Fluorescent	Price Per Lamp	\$0.20
Specialty Mercury Vapor, Metal Halide, LPS, HPH	Price Per Lamp	\$0.50
Broken/ Crushed Fluorescent Lamps	Price Per Pound	\$0.50
Specialty UV Fluorescent	Price Per Lamp	\$0.47
<b><u>BALLASTS:</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Unit Cost</u></b>
Non-PCB	Price Per Pound	\$0.10
PCB- Non Leaking	Price Per Pound	\$0.45
PCB- Leaking	Price Per Pound	\$0.45
<b><u>MERCURY DEVICES:</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Unit Cost</u></b>
Intact Mercury Devices	Price Per Pound	\$1.45
<b><u>RECYCLING KITS- LAMPS</u></b>	<b><u>Unit of Measure</u></b>	<b><u>Unit Cost</u></b>
<b>COMPACT BOX</b> UN tested and approved prepaid both ways recycling box with instructions for Mercury containing (CFL) Holds: 350 2-PIN or 175 4-PIN or 106 Spiral	<b>EA</b>	<b>\$64.00</b>
<b>4' KIT -SMALL</b> UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Holds: 15 T-12's or 68 T-8's	<b>EA</b>	<b>\$29.00</b>
<b>4' KIT - MEDIUM</b> UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Hold: 30 T-12's or 68 T-8's	<b>EA</b>	<b>\$29.00</b>
<b>4' KIT - LARGE</b> UN tested and approved prepaid both ways recycling box with instructions Holds: 68 T-12's or 146 T-8's	<b>EA</b>	<b>\$49.00</b>
<b>8' KIT - LARGE</b> UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Holds: 30 T-12's or 68 T-8's	<b>EA</b>	<b>\$39.00</b>

<b>LAMP RECYCLING KIT</b> UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Holds: 43 T-12's or 75 T-8's or 60 400 Watt HID	<b>EA</b>	\$29.00
<b>RECYCLING KITS - BALLASTS</b> UN Tested and approved prepaid both ways recycling container for TSCA-exempt PCB and non PCB lamp ballasts. Container size: 5 gallon (approximate), holds up to 70 pounds	<b>EA</b>	\$64.00
<b>RECYCLING KITS - DRY CELL BATTERIES - SMALL</b> UN tested and approved prepaid both ways recycling Container for dry cell batteries Container Size: 1.25 Gallon (approximate), holds up to 25 pounds	<b>EA</b>	\$34.00
<b>RECYCLING KITS - DRY CELL BATTERIES MEDIUM</b> UN tested and approved prepaid both ways recycling container for dry cell batteries. Container size 1.25 gallon (approximate). Holds up to 50 pounds	<b>EA</b>	\$34.00
<b>RECYCLING KITS - DRY CELL BATTERIES - LARGE</b> UN tested and approved prepaid both ways recycling container for dry cell batteries. Container size: 3.5 gallons (approximate), holds up to 70 pounds.	<b>EA</b>	\$64.00

### **3. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the using agency under agreement.

### **4. PAYMENT**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Payments shall also be made via Procurement Card.



**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials *Del*  
Date *10/29/2018*

## EXHIBIT D

RFB #2139-19 is incorporated here within.

Contractor Initials   
Date 10/29/2018



**Certificate of Authority  
Corporate Resolution**

I, Raymond W. Graczyk, hereby certify that I am duly elected  
(Name)  
President of NLR, INC.. I hereby certify the following is a true  
(Name of Corporation)  
copy vote taken at a meeting of the Board of Directors/shareholders, duly called and held on  
Oct., 29, 2018 at which a quorum of the Directors/shareholders were present and voting.  
(Month) (Day) (Year)  
were present and voting.

**VOTED:** That Raymond W. Graczyk /President (may list more than one person) is duly authorized  
(Name Title)  
to enter into contracts or agreements on behalf of NLR, INC.  
(Name of Corporation)

With the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/29/2018

ATTEST: Raymond W. Graczyk  
(Name and Title)

(Seal)

STATE OF Connecticut

COUNTY OF Hartford

On this the 29<sup>th</sup> day of Oct., 2018, before me, Kathleen M. Watkins, the undersigned officer,

personally appeared Raymond W. Graczyk, who acknowledge her/himself to be the  
President, of NLR Inc., a corporation, and that  
she/he, as (Title) (Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the  
(Title)  
purposes therein contained, by signing the name of the corporation by her/himself as  
President. IN WITNESS WHEREOF I hereunto set my hand and official seal.

Kathleen M. Watkins  
Notary Public/Justice of the Peace

My Commission expires: 02/29/20

Kathleen M Watkins  
Notary Public-Connecticut  
My Commission Expires  
February 29, 2020



UNIVWAS-01

AFEDELE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Smith Brothers Insurance, LLC. Location: 363 South Center St., Windsor Locks, CT 06096 Mailing: 68 National Drive, Glastonbury, CT 06033	<b>CONTACT</b> Amy E. Fedele <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): (860) 430-3252 252 <b>FAX</b> (A/C, No): <b>E-MAIL</b> ADDRESS: afedele@smithbrothersusa.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Great Divide Insurance Company <b>INSURER B :</b> Nautilus Insurance Co. <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
<b>INSURED</b>  NLR Inc., Universal Waste Management Inc. PO Box 680 East Windsor, CT 06088	<b>NAIC #</b> 25224 17370	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLP2009525-15	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2009524	04/30/2018	04/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			FFX2018018	04/30/2018	04/30/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA2009527	04/30/2018	04/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Site Spec. Pollution			SSP2009526	04/30/2018	04/30/2019	Per Poll. Condition \$ 1,000,000
B				SSP2009526	04/30/2018	04/30/2019	Contingent Transport \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #8002433

30 day notice of cancellation, except 10 days for non-payment of premium, will be sent to certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Administrative Services, Bureau of Purchase & Property  
25 Capitol St., Room 102  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# State of New Hampshire

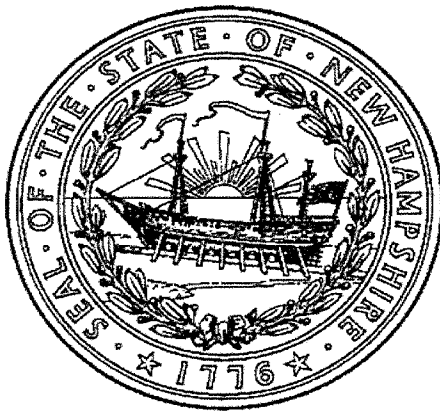
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NLR, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on October 24, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **805808**

Certificate Number : **0004202196**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of October A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

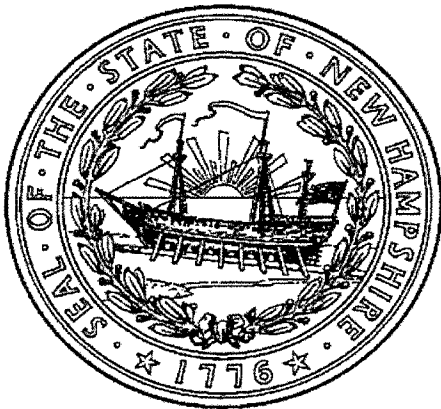
## Department of State

### CERTIFICATE OF AUTHORITY OF NLR, INC.

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **NLR, INC.** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **NLR, INC.** to transact business in this State under the name of **NLR, INC.**, and attaches hereto a copy of the Application for such Certificate.

Business ID: **805808**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of October 2018 A.D.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2210

Bid Description	Recycling & Disposal of Fluorescent
Bid #	2139-19
Agent Name	Erica Brisson

SECTION 1						
LAMPS, BALLASTS AND MERCURY DEVICES	Unit of Measure	Est. Quantity	Complete Recycling		Next Level Recycling	
LAMPS:			Unit Cost	Extended Cost	Unit Cost	Extended Cost
Straight Fluorescent	Price Per Foot	22000	\$0.055	\$1,210.00	\$0.055	\$1,210.00
U-Tubes, Circline and Compact Fluorescent	Price Per Lamp	200	\$0.32	\$64.00	\$0.20	\$40.00
Specialty Mercury Vapor, Metal Halide, LPS, HPH	Price Per Lamp	50	\$0.50	\$25.00	\$0.50	\$25.00
Broken/ Crushed Fluorescent Lamps	Price Per Pound	200	\$0.50	\$100.00	\$0.50	\$100.00
Specialty UV Fluorescent	Price Per Lamp	50	\$0.50	\$25.00	\$0.47	\$23.50
BALLASTS:						
Non-PCB	Price Per Pound	100	\$0.15	\$15.00	\$0.10	\$10.00
PCB- Non Leaking	Price Per Pound	200	\$0.75	\$150.00	\$0.45	\$90.00
PCB- Leaking	Price Per Pound	50	\$0.75	\$37.50	\$0.45	\$22.50
MERCURY DEVICES:						
Intact Mercury Devices	Price Per Pound	25	1.50	\$37.50	\$1.45	\$36.25
			TOTAL AMOUNT		TOTAL AMOUNT	
			\$1,664.00		\$1,557.25	

SECTION 2						
RECYCLING KITS - LAMPS	Unit of Measure	Est. Quantity	Complete Recycling		Next Level Recycling	
COMPACT BOX			Unit Cost	Extended Cost	Unit Cost	Extended Cost
UN tested and approved prepaid both ways recycling box with instructions for Mercury containing (CFL) Holds: 350 2-PIN or 175 4-PIN or 106 Spiral	EA	5	\$65.00	\$325.00	\$64.00	\$320.00
4' KIT - SMALL						
UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Holds: 15 T-12's or 68 T-8's	EA	5	\$30.00	\$150.00	\$29.00	\$145.00
4' KIT - MEDIUM						
UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Holds: 30 T-12's or 68 T-8's	EA	3	\$30.00	\$90.00	\$29.00	\$87.00
4' KIT - LARGE						
UN tested and approved prepaid both ways recycling box with instructions Holds: 68 T-12's or 146 T-8's	EA	2	\$50.00	\$100.00	\$49.00	\$98.00
8' KIT - LARGE						
UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Holds: 30 T-12's or 68 T-8's	EA	2	\$40.00	\$80.00	\$39.00	\$78.00
LAMP RECYCLING KIT						
UN tested and approved prepaid both ways recycling box with instructions for Mercury containing lamps Holds: 43 T-12's or 75 T-8's or 60 400 Watt HID	EA	3	\$30.00	\$90.00	\$29.00	\$87.00
RECYCLING KITS - BALLASTS						
UN Tested and approved prepaid both ways recycling container for TSCA-exempt PCB and non PCB lamp ballasts. Container size: 5 gallon (approximate), holds up to 70 pounds	EA	2	\$65.00	\$130.00	\$64.00	\$128.00
RECYCLING KITS - DRY CELL BATTERIES - SMALL						
UN tested and approved prepaid both ways recycling Container for dry cell batteries Container Size: 1.25 Gallon (approximate), holds up to 25 pounds	EA	2	\$35.00	\$70.00	\$34.00	\$68.00
RECYCLING KITS - DRY CELL BATTERIES MEDIUM						
UN tested and approved prepaid both ways recycling container for dry cell batteries. Container size 1.25 gallon (approximate). Holds up to 50 pounds	EA	4	\$40.00	\$160.00	\$34.00	\$136.00
RECYCLING KITS - DRY CELL BATTERIES - LARGE						
UN tested and approved prepaid both ways recycling container for dry cell batteries. Container size: 3.5 gallons (approximate), holds up to 70 pounds.	EA	4	\$60.00	\$240.00	\$64.00	\$256.00
			TOTAL AMOUNT		TOTAL AMOUNT	
			\$1,435.00		\$1,403.00	

Grand Totals			Awarded Vendor	TOTAL
Section 1			Next Level Recycling	\$1,557.25
Section 2			Next Level Recycling	\$1,403.00
			GRAND TOTAL	\$2,960.25

No Bid

Non-Compliant